



**Solicitation Information
November 19, 2013**

RFP# 7537378

TITLE: Transcription Services

Submission Deadline: December 17, 2013 @ 11:00 AM (Eastern Time)

**PRE-BID/ PROPOSAL CONFERENCE: No
MANDATORY:**

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at David.Francis@purchasing.ri.gov no later than **November 26, 2013 @ 10:00 AM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

David J. Francis
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Human Services, Office of Rehabilitation Services, Disability Determination Services (DDS), is soliciting proposals from qualified firms to provide a toll free tele-dictation transcription service for medical and psychological reports in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at www.purchasing.ri.us.

The initial contract period will begin approximately February 1, 2014 for three years. Contracts may be renewed for up to two additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all

aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard

HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.

SECTION 2: BACKGROUND

Authority to Bill for Services

Pursuant to Social Security Administration regulations, DDS is responsible for making medical determinations for individuals applying for Social Security Disability (SSDI/SSI); DDS provides tele-dictation services for health care and mental health providers who provide medical evidence of records and consultative examination reports.

Specific Requirements

The vendor must possess extensive prior experience in tele-dictation, transcription and medical terminology and electronic report delivery.

SECTION 3: SCOPE OF WORK

General Scope of Work

Contractor to provide a toll-free tele-dictation service, transcription of reports, and electronic retention, access and delivery of transcribed reports to medical providers and DDS. Based on past data and current workload projections, the anticipated volume for the first year of the contract is estimated to average 120,000 transcribed lines of data per month with the potential for growth in subsequent contract years. There is no minimum volume guaranteed by the State of Rhode Island. CE reports comprise approximately 90% of the workload. Fluctuations in the volume of work may occur with disability claims. Additional personnel and communication lines must be added as the volume dictates.

Specific Activities / Tasks

Tele-dictation

1. The Contractor shall electronically transmit the transcribed reports to the DDS within 24 hours of dictation. State business days are Monday through Friday, 7:00 a.m. to 5:00 p.m. excluding official State holidays. All reports shall be transcribed and electronically transmitted to the DDS in Providence, Rhode Island and routed to the dictator by the close of the second business day. Additional transmissions can be made to the DDS throughout the day. Turnaround time is measured based upon when the work is dictated into the digital recording unit. Contractor must describe the type of equipment that will be used to transcribe dictation. Medical transcriptionists must be experienced in medical terminology. The Offeror must describe Contractor's back-up plan for ensuring timely deliveries in the event of communications and/or equipment malfunctions.
2. The Contractor must have a quality assurance program in place to assure the maintenance of quality standards. The purpose of this function is to assure that transcribed reports contain no typographical errors and are grammatically correct.
3. The Contractor must perform all work in a secure facility (facilities) which ensures confidentiality of all reports. This requires all work pertaining to this contract to be performed in the Contractor's facility under the supervision of a designated contract manager. Social Security Administration's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data. At no point is the Contractor to contract out the RI DDS's work to be completed by another company. The Contractor must have a plan in place to safeguard confidentiality. The Contractor must also demonstrate an understanding and compliance with HIPAA regulations. All work connected with this contract will be performed within the United States of America. No information obtained in connection with this contract will be transmitted electronically or by any other means outside of the United States of America. Any product generated by this agreement will become the exclusive property of RI DDS.
4. At the Contractor's expense, the Contractor shall have in place a state of the art electronic system for securely transmitting reports to the DDS and to the dictating medical providers at a minimum schedule of a once-per-workday. If the Contractor requires an on-site system at the DDS, the contractor shall include all necessary hardware and software to transmit electronically all reports to the DDS. The Contractor is responsible for the installation of all hardware and software provided. The system is to be of the capacity to maintain all transmitted dictations for the length of the contract.
5. In the event of equipment malfunctions, the DDS must be notified immediately of the breakdown. Contractor must maintain service agreements on all equipment and software programs necessary to meet contractual specifications for the life of the contract. The Contractor must also detail provisions for telecommunication back up plans in the event the toll-free service fails for any reason. The Contractor is also to insure that ongoing technical support is available to consult with the DDS to diagnose and correct any problem situations for vendor supplied equipment located at the DDS. Contractor will ensure that any equipment or software problems are resolved no later than one working day from DDS notification. The contractor will provide systems training for RI DDS upon installation of hardware/software.

6. The Contractor must describe the type of digital recording equipment that is for the sole use of health care and mental health professionals who provide medical evidence of record (MER) and consultative examination (CE) reports, and how it will be configured to meet the volume demands of this contract. Include how the digital equipment will provide access to the system using four-digit personal identification codes assigned to each CE provider and generic four-digit codes for treating sources. The equipment must allow the caller to enter up to a 9-digit claimant identification number. The digital recording system must provide immediate access to user information such as date, time, and length of dictation. The equipment must have edit features accessed by a touch-tone telephone that enables, at a minimum, the dictator to start/stop, pause, review, rewind, and verify access to the system via playback. The Contractor must set up and maintain a database of CE providers' names and addresses to ensure accurate dictator information. The Contractor must set up and maintain a database of CE providers' names and addresses (which is to be provided by RI DDS) to ensure accurate dictator information.
7. The Contractor must have an answering device for each communication line that shall provide a recorded message informing dictators of the data required for the report. Language for the message will be provided by or must be approved by the DDS. The DDS may wish to revise the introductory message from time to time as a public relations tool. This option shall be available with the recording system.
8. The Contractor must provide toll free service to the dictating medical providers. Medical providers in the contiguous 48 states are to be provided access to the dictation system without charge. These lines must be exclusively for the RI DDS use. Access to the dictation system must provide for twenty-four (24) hour access, seven (7) days a week.
9. The digital recording equipment must have sufficient ports dedicated to the RI DDS providers to meet the volume demands of this contract. If the collision factor (maximum incidence of busy signals for users) is greater than one in ten, the number of ports must be increased to ensure that the dictation service is readily accessible to the medical providers without long waits. Any necessary system expansion will be provided at no additional cost to the DDS. The Contractor must also maintain a toll free customer service number to handle questions from dictating sources. At a minimum, this line must be staffed during regular State business hours and equipped with a messaging system at all other times. Messages left on the messaging system must be addressed within the first hour of the next State business day. The Contractor must provide instructional tele-recording brochures explaining the features of the system and instructions for use, including the toll free customer service number, without charge to the DDS for distribution to potential users.
10. The Contractor will provide the RI DDS with access to print the day's work. The system should allow the RI DDS to request retransmission of reports. The ultimate responsibility for insuring no loss of records through the backup of the records rests with the contractor. All dictated reports must be accessible to the RI DDS for the length of the contract. The contractor must maintain the dictated reports on their remote system at their location for a minimum of 90 days and they are responsible to backup and store all dictated reports for the length of the contract.
11. It is agreed that if a caller dictates a partial report, then hangs up and does not call back the same day to complete it, the DDS will pay for the partially typed report. A copy must be submitted to the DDS. If the provider does call back the same day, the Contractor will make every attempt to combine segments of the same report into a complete report for final preparation, delivery and billing purposes. The

Contractor is required to call CE dictators to clarify missing or incomplete information, to notify the dictator of a problem, or to resolve problems encountered by the dictators. The DDS will be kept informed of these problems.

12. The DDS is to be notified of any equipment malfunction or other technical difficulties, which may require dictators to re-dictate reports that are lost or not recorded properly. The Contractor must assure that these occurrences are minimal through regular equipment checks and continued maintenance.

13. The format of the reports should follow the guidelines below:

- A. The margins should be one inch on all sides. Font should be 12 point in Courier, New Times Roman, or similarly easy to read font.
- B. The heading consists of the dictator's full name and address, type of report, the name of the claimant, the Social Security number, disability claims examiner's name and numerical designation (if stated), the date the report is typed, and the date the report is dictated.
- C. If the dictator dictates paragraph headings, these must be capitalized and underlined.
- D. The claimant's name and Social Security number, the date of the report, and the page enumeration must be included on the top of each page of the report and will be considered one line.

14. Deliverables

- A. All reports will be routed from the Contractor's office to the dictator by the means specified by the DDS for that particular dictator.
- B. Delivery options for reports being sent to the dictators must include postal mail, fax, SSA eData website, and/or through a secure web site/FTP process. The Contractor must describe their process for handling the multiple delivery options. For e-mail delivery, the Contractor will be responsible for providing the dictator with the necessary software to enable the dictator to receive and open the encrypted e-mail. This process, which will be at no charge to the dictator, must be described. The DDS will provide the Contractor the necessary information for those dictators who opt to receive their reports through a means other than postal mail. For those dictators who opt for postal mail, the reports will be collated and mailed directly from the Contractor's local office to the dictators (an original plus one copy). Postal mail will be the default means of delivery if no alternative delivery system has been specified for a particular dictator.
- C. A copy of the report will be transmitted daily to the DDS with the daily log sheet. Any reports that present a problem (i.e., incomplete claims examiner, claimant or dictator information) will be listed separate on the log sheet. The Contractor will retain the dictator's copies until a designated DDS employee provides the needed information. The necessary corrections will then be made and the reports routed to the dictator.

- D. The Contractor must be willing to pilot, and implement at DDS's direction, alternative methods of delivery to the DDS at no additional cost in concert with SSA's move to an electronic claims folder and utilization of the eData Web Site.
- E. Typed log sheets must be submitted daily with each delivery according to this format:
1. Typed log sheets shall contain an itemized list with each reported transmitted including:
 - Claimant's name and Social Security number
 - Line count for each report
 - Report number
 - Dictator's name
 - Date of dictation
 - Date typed
 - Disability Examiner's name
 - Total line count of that transmission
 - Details of postage charged
 2. Problem reports must be listed separately.
 3. The total number of reports, the total number of lines, and the postage total must also be included on each log sheet.
- F. The Contractor shall retain copies of typed reports in electronic format for at least 90 days. There shall be no charge to the DDS for an additional copy of the report, should one be requested. The Contractor will verify receipt of a specific dictation as requested by the DDS.
- G. The contractor must provide instructional tele-recording brochures explaining the features of the system and instructions for use, including the toll free customer service number, at no cost to DDS.
- H. Billing – 1.) The billing schedule shall be once a month for the life of the contract; 2.) The DDS will only pay for lines transcribed and received in completed reports adhering to the specifications listed within this contract; 3.) Postage reimbursements only for mailing of transcribed reports to the medical source will be included in the total. This postage cost must be listed as a separate item and a detailed listing must be provided on the daily log sheet (described in Section 17 E). 4.) Copies of the transmission logs pertaining to the period covered must accompany the bill. The DDS will not be charged for transcription logs; 5.) The DDS Business Office reserves the right to make any adjustments after review of the invoice and prior to authorizing the payment for that period. 6.) Any intentional falsification of records, including log sheets by the contractor shall result in a twenty-four (24) hour written notice of contract termination; 7.) Invoices shall be addressed to: Rhode Island Disability Determination Services, Business Office, 40 Fountain Street, Providence, RI 02903.

SECTION 4: TECHNICAL PROPOSAL

Narrative and format: The separate technical proposal should address specifically each of the required elements:

1. Staff Qualifications – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of transcription services and/or tele-dictation service.
2. Capability, Capacity, of the Offeror - Please provide a detailed description of the Vendor's experience and Qualifications as a 3rd party billing tele-dictation service provider including experience in medical terminology and electronic record compatibility. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided. Must include policies for criminal background verification that ensures that all staff involved in transcription services are not currently excluded, suspended or otherwise barred from participating in any federally assisted programs
3. Work plan - Please describe in detail, the framework within which requested transcription services will be performed. The following elements must be included: 1.) method used to transcribe reports; 2.) procedures to ensure quality of reports; 3.) method of safeguarding confidentiality and privacy (HIPAA); 4.) Description of electronic system for securely transmitting reports; 5.) details for tele-dictation back up in the event of system failure; 6.) type of digital recording equipment and how it will be configured to meet the demands of this contract; 7.) type of answering device, toll-free service and number of dedicated ports for transcription; 8.) Method of retaining and accessing reports in an electronic format.
- 4 Approach/Methodology – Define the methodology to be used for transcribing reports, delivery of electronic reports to DDS and dictators, delivery of daily work log to DDS, retention of reports in electronic format, providing instructional brochures explaining the features of the system.

SECTION 5: COST PROPOSAL

Detailed Budget and Budget Narrative:

Provide a cost proposal indicating your fully-loaded rate per report line, which is defined by 65-characters per line, using Attachment A: Rate Card-Cost Proposal.

SECTION 6: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Department of Human Services Disability Determination Services reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points
Quality of the Work plan	25 Points
Suitability of Approach/Methodology	25 Points
Total Possible Technical Points	70 Points
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
Total Possible Points	100 Points

*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

SECTION 7: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at David.Francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7537378** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus three (3) copies**) should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7537378 Transcription Services**” to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. A completed and signed four-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. As appropriate, resumes of key staff that will provide services covered by this request.

4. **A separate, signed and sealed Cost Proposal** using Attachment A: Rate Card-Cost Proposal reflecting the fully-loaded rate per report line, which is defined by 65-characters per line.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State’s General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

Attachment A: Rate Card-Cost Proposal

Vendor Name:	
Fully-Loaded Report Line Rate: (Defined as 65 characters per line)	